

HUNT, EXECUTOR OF WEIGHEL, v. UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

No. 38. Argued October 17, 1921.—Decided November 7, 1921.

1. *United States v. Utah, Nevada & California Stage Co.*, 199 U. S. 414, followed to the effect that a general stipulation in a mail-carriage contract obliging the contractor to perform new, additional or changed service without additional compensation, when ordered by the Postmaster General, does not authorize the exaction without pay of a heavy and expensive service not within the contemplation of the parties. P. 127.
 2. Where a contract for mail-carriage was sublet, without filing a copy of the sub-contract under c. 116, 22 Stat. 54, or obtaining the written consent of the Postmaster General, required by § 2, c. 107, 20 Stat. 62, and the Government, though accepting the service performed by the subcontractor, neither had nor recognized any contractual relation except with his principal, treating the former as the agent of the latter, an action in the Court of Claims for extra service exacted by the Government over his protest, but performed by the subcontractor, was properly brought by and in the name of the contractor. P. 128.
- 55 Ct. Clms. 77, reversed.